

Issue Date:	May 6, 2009	RFP#: DHCD-907-35-04-30-2009
Title:	Virginia Main Street Design Services	
Commodity Code:	907-35 Designing Services	
Issuing Agency:	Virginia Department of Housing and Community Development 501 North 2nd Street Richmond, Virginia 23219	
Where work will be performed:	In designated Virginia Main Street Communities, Virginia	
Period of Contract:	July 1, 2009 through June 30, 2010	
Contract Renewal Period:	Up to Four (4) Years following initial contract period.	
Proposals for furnishing the services described herein will be received until:	3:00 PM, Tuesday, June 9,2009	
All inquiries for information should be directed to:	Jeff Sadler Program Manager, Virginia Main Street Telephone: (804) 371-7040 Fax: (804) 371-7096 Email: Jeff.Sadler@dhcd.virginia.gov	

**SEND ALL PROPOSALS DIRECTLY TO ISSUING AGENCY. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, 501 N. 2ND STREET, RICHMOND, VIRGINIA 23219**

**In compliance with this Request for Proposals and to all conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.**

**\*PREBID CONFERENCE:** An optional prebid conference will be held on May 20, 2009 at the Virginia Department of Housing and Community Development, 501 N 2<sup>nd</sup> Street, Richmond, Virginia 23219. (Reference: VIII Preproposal Conference). If special ADA accommodations are needed, please contact Christopher Mattox at (804) 371-7012 or e-mail Christopher.Mattox@dhcd.virginia.gov by May 13, 2009.

_____	<b>DATE:</b> _____
_____	<b>By:</b> _____
_____	<b>Title:</b> _____
_____	<b>Tel:</b> (_____) _____
<b>Zip Code:</b> _____	<b>Fax:</b> (_____) _____
<b>FEI/FIN NO.</b> _____	
<b>E-mail:</b> _____	<b>Web Address:</b> _____

# Table of Contents

I	PURPOSE	Page	3
II	BACKGROUND	Page	3
III	STATEMENT OF NEEDS / SCOPE OF SERVICES	Page	4
IV	DELIVERY REQUIREMENTS	Page	8
V	QUALIFICATIONS	Page	8
VI	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	Page	8
VII	EVALUATION AND AWARD CRITERIA	Page	11
VIII	PREPROPOSAL CONFERENCE	Page	12
IX	GENERAL TERMS AND CONDITIONS	Page	12
X	METHOD OF PAYMENT	Page	19
XI	PRICING SCHEDULE	Page	19
ATTACHMENTS			
	Attachment A Annex 7-G Small Business Subcontracting Plan	Page	21
	Attachment B Vendor Data Sheet	Page	24

## **I. PURPOSE:**

The purpose of this Request for Proposals (RFP) is to solicit proposals to establish a contract with the Virginia Department of Housing and Community Development (DHCD) for comprehensive design services for the Virginia Main Street program (VMS)'s designated Main Street communities, located throughout the Commonwealth of Virginia

Failure to provide information required by this RFP will be grounds for rejection of the proposal.

## **II. BACKGROUND:**

The Virginia Main Street program is an initiative of the Virginia Department of Housing and Community Development (DHCD) developed to help small to mid-sized localities revitalize their historic downtown commercial districts following the national Main Street Approach™ model of self-help and local funding. The model is based on economic development in the context of historic preservation.

In the 1970s the National Trust for Historic Preservation developed the Main Street Approach™ to help prevent downtown districts across the country from economic decline and possible demolition of historic commercial architecture. DHCD created VMS in 1985 and Virginia became the 15<sup>th</sup> state to follow the Main Street Approach™. This unique program works to re-energize economic development of historic downtown commercial districts while utilizing their cultural assets and character. This is further accomplished by pooling the resources of their local civic and business leaders who are determined to bring their designated Virginia Main Street communities back to life.

Virginia has a network of 21 designated Main Street communities competitively selected to participate in VMS. These communities range in population from 3,000 to 65,000 and have participated in the program anywhere from one year to the program's inception 24 years ago. New communities are selected for participation every three to four years as resources allow.

As part of the services to designated Virginia Main Street communities, VMS provides comprehensive design assistance. The main goal of this assistance is to foster physical and economic revitalization by encouraging property owners to invest in their buildings to restore or repair their facades or to adaptively re-use them in historically appropriate manners and within the scope of a comprehensive downtown vision.

### III. STATEMENT OF NEEDS:

#### A. General

1. Working in close cooperation with the Representative of the DHCD, the Contractor shall provide all of the services, materials, equipment, facilities, and personnel required to carry out the work described below.
2. The selected Contractor shall report to the Virginia Main Street Program Manager.

#### B. Scope of Work

VMS seeks to provide comprehensive design assistance for the historic downtown commercial districts of designated Virginia Main Street communities. All work must be consistent with the Main Street Approach™ and reflect a thorough understanding of historic revitalization and rehabilitation as described by the Secretary of Interior's Guidelines for Historic Rehabilitation (Department of Interior regulations, 36 CFR 67) (<http://www.nps.gov/history/hps/tps/standards/rehabilitation.htm>). Additionally, the successful applicant will provide an ample understanding of the complementary nature of each building in relationship to the totality of the individual district, as well as the state. This work shall include historically appropriate drawings of building facades, public spaces, streetscapes, wayfinding tools and other design elements of historic downtown commercial districts. Specifically, the scope of work shall include:

##### **On-going Design Assistance**

1. **Design Specialist.** To carry out the Contractor's responsibilities, the Contractor shall assign a design specialist to address design solutions and preliminary cost estimates for streetscape improvements, wayfinding systems, and building or storefront rehabilitations proposed by property owners/tenants in designated Virginia Main Street communities based on each building's historic and architectural characteristics.
  - a. The Contractor's selected design specialist must be approved by the Virginia Main Street Program Manager prior to assignment to this project. The design specialist should have adequate training and experience, including a professional degree in Architecture and/or Design; a minimum of five (5) years experience working in rehabilitation design within the scope of historic commercial districts and downtowns; four (4) years experience working within the framework of the Main Street Approach™; and proficiency in appropriate hardware/software applications including but not limited to CAD, Sketch Up, Photoshop. **Any subsequent change of the individual serving as the design specialist requires the Virginia Main Street Program's advance approval.**
2. **One-Day Site Visits, Design Renderings & Technical Assistance.** The Contractor will provide a total of six (6) site visits to designated Virginia Main Street communities based on criteria to be determined by Virginia Main Street Program Manager. These on-site visits shall include meeting with property owners and studying individual buildings to find feasible design solutions that assure implementation. Such design consultations with

property owners will range from assistance in selecting exterior paint colors and compatible sign design to recommendations on entire storefront design and rehabilitation. The Contractor shall also provide general technical assistance on proper building rehabilitation techniques consistent with the *Secretary of the Interior's Standards for Rehabilitation*. A total of twenty-four (24) façade improvement drawings will also be created based on projects identified during the visits, the distribution of which will be determined during the course of this contract.

- a. The Contractor shall also establish a process for the provision of design renderings via long-distance should site visits not be necessary due to the nature of the project.
  - b. In addition, if there is a need for a building code analysis, the Contractor shall provide one. A building code analysis includes an evaluation of use, building construction type, etc., and an executive summary of code requirements for each building to include intended uses or actions the building owner must take to be able to use a building for the intended use.
3. Specialized Design Visits. The Contractor will conduct three (3) specialized design visits to designated Virginia Main Street communities as determined in conjunction with the Main Street Program Manager. The purpose of the visits will be one of the following:

- a) Wayfinding Sign System Issues and Opportunities. Many of the designated Virginia Main Street communities need comprehensive wayfinding systems that not only direct travelers to the attractions of downtown, but once there, enable the visitors to find amenities such as parking, shopping, dining and the other attractions.

A wayfinding visit will include a preliminary inventory of existing signs, interviews with key stakeholders in the community about the need for a system, potential destinations, and current and potential graphics or system. A presentation will be made to the community summarizing these findings as well as an overview of what wayfinding is and recommendations for how the design and installation of the system can move forward. A follow-up report will be prepared and delivered to the community. This report will include schematic designs for the community including gateway and trailblazer signage and show examples from other communities and provide guidance for the best way for the community to move forward with designing and implementing a system. This guidance shall include cost estimates and examples, but need not be a construction document.

- b) Feasibility Study. The purpose of this service is to assist property owners and the community in how to proceed with making improvements to “white elephant” buildings or buildings “ready for demolition.” A feasibility study visit will include the evaluation of the building, which can be no more than roughly 6,000 – 9,000 sq feet of floor space. The visit will include a preliminary assessment of the building’s architectural features and historic value and documentation of the building and an interview with the property owner to learn possible uses. A brief report will be prepared that includes a scope of work necessary to bring the building back into service, a building code analysis, potential uses, plans and historic tax credit potential. A range of comparable construction cost estimates will be included in the final report.

4. Design Renderings. The Contractor shall provide ten (10) drawings for designated Virginia Main Street communities on an as-needed basis during the term of this Agreement, including façade, limited schematic site and streetscape design, and limited sign design. These ten (10) drawings are in addition to any drawings provided as part of any other section of this Agreement.
5. Drawings Methodology. The majority of required drawings will consist of the exterior rehabilitation of individual buildings. The range of drawings will run from black and white sketches to detailed elevations with specifications attached for specific colors and materials. **These are not expected to be full scale architectural drawings.** The Contractor shall use the following drawing methodology.
  - a. Standards. Each drawing must conform to the *Secretary of the Interior's Standards for Rehabilitation* and local design guidelines and building codes.
  - b. Local Documents. The Contractor shall review documentation provided by the local Main Street program manager, such as National Register District nominations, architectural surveys, historical preservation ordinances, design guidelines, sign ordinances, zoning ordinances, downtown plans, historic photos, and public improvement studies. In addition, the Contractor shall provide façade drawings based upon information gathered during the on-site investigations and interviews, and through historical research and architectural investigation.
  - c. Required Information. The drawings must show existing conditions and must include notes on architectural elements and sign elements and recommendations on removal, repairs, restoration, reconstruction, and additions. Each drawing must include a specifications sheet for paint colors and awnings. Information on the sources of materials and hardware and preservation techniques must also be included. An estimate of project costs must also be provided.
  - d. Archiving. The Contractor shall archive each drawing, both electronically and as a print copy as a record of the design delivered to the building owner. The Contractor shall maintain both archives and provide VMS with copies when requested (subject to the payment of a charge for reproduction). The electronic version of the archive shall be in a common format such as .pdf or .jpg. Electronic copies of the archives shall be provided free of charge.
  - e. Follow-up Consultations. The Contractor shall provide revised drawings if requested by the building owner or tenant and provide advice to the owner/tenant and the contractor during construction. The Contractor shall photograph each building on the completion of construction and maintain electronic archives of such photographs and provide VMS with copies when requested (subject to the payment of a charge for reproduction). The electronic version of the archive shall be in a common format such as .pdf or .jpg. Electronic copies of the archives shall be provided to VMS free of charge.

6. Assistance by Phone. The Contractor shall provide up to twenty-five (25) hours of design and technical assistance by phone for local Main Street program managers, owners and tenants from designated Virginia Main Street communities. The purpose of this service will be to provide general technical information on accepted rehabilitation techniques and the conservation of building materials, as well as information on administering a successful local design incentive program.
7. Newsletter Articles. When requested by the Virginia Main Street Program Manager, the Contractor shall provide up to two (2) articles annually on design topics for publication in VMS's newsletter/technical brief. In addition, the Contractor shall provide two (2) electronic design-related newsletters annually to the local Main Street program managers and property owners in designated Virginia Main Street communities.
8. Quarterly Reports. The Contractor shall submit quarterly progress reports to Virginia Main Street Program Manager according to the following schedule: (1) September 30, 2009, (2) December 31, 2009, (3) March 31, 2010, and (4) June 30, 2010.
  - a. Each report must contain a brief written account of the work performed in each community during the quarter just ended, including a description of the drawings and design revisions delivered, the number and duration of site trips, and any other work performed for the Program.
  - b. Each report must contain a list of all of the projects that will require drawings in each community with a projection of those that will be completed in the coming quarter. This section will be distributed to the appropriate local Program Manager in the participating communities.

### **Newly Designated Community Assistance**

Approximately every three to four years, VMS will competitively select up to three new communities for participation in the program. It is anticipated that this will occur during first year of the contract period. The following services would be offered only in conjunction with the periodic designation of new Virginia Main Street communities.

1. One-day Reconnaissance Visits to Newly Designated Communities. The Contractor will conduct one-day visits to newly designated Virginia Main Street communities along with VMS staff in order to determine key issues and priorities for the community with a focus on design needs. A specialized design manual will also be prepared and delivered to each community as a key resource material.
2. On-site Design Committee Training for Newly Designated Communities. The Contractor will conduct one-day visits to newly designated Virginia Main Street communities to conduct training for the local Main Street Program design committee. Such training shall have an outcome of creating a community base of knowledge regarding historic architecture, the value of historic preservation, appropriate historic preservation techniques, appropriate historic rehabilitation design, and creation and implementation of successful design incentive programs. All of these should be presented within the framework of the Main Street Approach™.

#### **IV. DELIVERY REQUIREMENTS AND SCHEDULE:**

1. Specific agreed upon tasks, products and deliverables within the contract period shall be completed on schedules approved by DHCD.
2. The selected Offeror in consultation with DHCD, shall establish a mutually agreeable calendar of dates to deliver the specified above.
3. DHCD, in consultation with the Consultant, shall establish a payment schedule based on a mutually agreeable calendar of dates to deliver services specified above.

#### **V. CONSULTANT QUALIFICATIONS:**

1. Ten years experience in the field of historic commercial and preservation design to include knowledge and application of Main Street Approach™ and the Secretary of Interior's Historic Rehabilitation Guidelines.
2. A proven track record of timely delivery of multiple tasks.
3. Must have outstanding skills to deal effectively and persuasively with a wide variety of clients and constituents with varying degrees of awareness and understanding of the Main Street Approach™, historic commercial architecture and buildings, and historic preservation. These constituencies include local government officials, property and business owners, and local designated Virginia Main Street community program managers.

#### **VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

##### **A. General:**

1. RFP Response: In order to be considered for selection, Offerors must submit a completed response to the RFP. One (1) original and four (4) copies of each proposal must be submitted to Issuing Agency, Department of Housing and Community Development. No other distribution of proposal shall be made by the Offeror.
2. Proposal Preparation:
  - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove That Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to this RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

### 3. Oral Presentation:

Offeror's who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

## **B. Specific Proposal Instructions:**

Proposals should be as thorough and detailed as possible so that the Department of Housing and Community Development may properly evaluate your capabilities to provide the required goods/services. Offeror's are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. A written narrative statement to include:
  - a. Experience in providing the goods/services described herein.
  - b. Names, qualifications and experience of personnel to be assigned to the project.
  - c. Resumes of staff to be assigned to the project.
4. Specific plans for providing the proposed goods/services including:
  - a. What, when and how the service will be performed.
  - b. Time frame for completion.
5. Proposed Price. Indicate in the pricing schedule.
6. A price for each additional meeting outside the number included in the proposal.
7. Small Business Subcontracting Plan – Summarize the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless the solicitation has been set-aside for small businesses or no subcontracting opportunities exist. Complete Annex 7-G.
8. One copy of an institutional management plan completed by the Offeror that shows an institutional management plan embracing a variety of public-private functions, with a management chart showing staffing.

## **VII. EVALUATION AND AWARD CRITERIA:**

### **A. Evaluation Criteria:**

Proposals will be evaluated by the Owner using the following criteria:

	<b>SERVICE</b>	<b>POINTS</b>
1)	Understanding of the Assignment	20
2)	Expertise, qualifications, and references of Offeror	30
3)	Proposed methodology/procedures	20
4)	Price	10
5)	Small Business & Women and Minority Owned Business	20
	<b>TOTAL</b>	<b>100</b>

### **B. Award of Contract:**

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. The Offerors shall be invited to interview for the position. The Owner may cancel this Request for Proposals or reject all proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was deemed to be most advantageous. (§11-65D, Code of Virginia.) Should the Issuing Agency or public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror/Contractor's proposal as negotiated.

## VIII. PREPROPOSAL CONFERENCE:

**PREBID CONFERENCE:** An optional prebid conference will be held on May 21, 2009 at the Virginia Department of Housing and Community Development, 501 N 2<sup>nd</sup> Street, Richmond, Virginia 23219. . If special ADA accommodations are needed, please contact Christopher Mattox at (804) 371-7012 by (date) .

While attendance at this conference will not be a prerequisite to submitting a bid/proposal, bidders/offerors who intend to submit a bid/proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

## IX. GENERAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL SERVICES

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under “Manuals.”
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

1. **RFP:** Failure to submit a proposal on the official state form provided for that purpose may be a

cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment

from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the Commonwealth that such (bidder/offeree) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

## MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: This coverage should include Garage Owner's Liability. Contracts with movers or truck transporters should also require motor carrier's liability. When in the judgment of a procurement officer, these limits and coverage are not warranted for the goods and services being procured, the Division of Risk Management should be contacted.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.state.va.us](http://www.eva.state.va.us)) for a minimum of 10 days.

S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing

ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic orders receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
  - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
  - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
  - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

**X. METHOD OF PAYMENT:**

- A. Payments will be made monthly to this Contractor for the proportional part of the services rendered during the period.
- B. This Contractor shall submit to the DHCD by the 5th day of the month a statement for approval and payment for the services performed during the preceding month.
- C. The lump sum fixed fee will include all services for the contract period, including expenses.
- D. Should services be required beyond that time, this Contractor will be compensated at a rate set forth in the Contract or, if not set forth in the Contract, at a rate commensurate with the services provided and at the equivalent rates used in the Contract for the personnel classifications involved.

**XI. PRICING SCHEDULE:**

The Offeror agrees to provide services in compliance with the Statement of Needs and terms and conditions of this Request for Proposals at the proposed lump-sum fixed price of \$\_\_\_\_\_.

Please quote pricing information for additional tasks (not listed in RFP) if requested by the purchasing agency.

Hourly Rate \$\_\_\_\_\_

Weekly Rate \$\_\_\_\_\_

## Attachment A

### Annex 7-G

#### Small Business Subcontracting Plan

##### Definitions

**Small Business:** "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

**Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

**Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

**All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov) (Customer Service).**

Offeror Name: \_\_\_\_\_

Preparer Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

### Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

\_\_\_\_\_ Small Business

\_\_\_\_\_ Small and Women-owned Business

\_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

### Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

**B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement**

<b>Small Business Name &amp; Address</b>  <b>DMBE Certificate #</b>	<b>Status if Small Business is also: Women (W), Minority (M)</b>	<b>Contact Person, Telephone &amp; Email</b>	<b>Type of Goods and/or Services</b>	<b>Planned Involvement During Initial Period of the Contract</b>	<b>Planned Contract Dollars During Initial Period of the Contract</b>
<b>Totals \$</b>					

## Attachment B

### Datasheet

1. **Qualification of Firm:** Offeror's signature on this solicitation certifies that his or her firm has the capability and capacity in all respects to satisfy all contractual requirements.
2. **Years in Business:** Indicate the length of time you have been in business providing this type of service: \_\_\_\_\_ years \_\_\_\_\_ months.
3. **Is your firm currently registered in eVA?**  
Yes \_\_\_\_\_ Under what name? \_\_\_\_\_  
No \_\_\_\_\_
4. **References:** Indicate below a listing of at least three (3) references for which you have provided this type of service. One reference must be of an account of similar size to the Commonwealth of Virginia and one reference must be of a recent client whose business you lost. Include the dates service was furnished and the name and address of the person DHCD has permission to contact. A Narrative statement shall be provided for each reference, describing the scope, size and type of services provided to each reference. **Please verify that the contact persons whom you have listed below are still employed with these firms prior to submitting their names.**

Client	Date	Address	Contact Person (w/ phone and fax number and email address)